

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS****OFFEROR TO COMPLETE BLOCKS 12,17,23,24 & 30**

1. REQUISITION NUMBER

5000005231

PAGE 1 OF

27

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

FN1134-03

6. SOLICITATION ISSUE DATE

10/02/2002

7. FOR SOLICITATION  
INFORMATION CALL:

a. NAME

Tatea R. Cavanaugh

b. TELEPHONE NUMBER (No collect calls)

202-305-7302

8. OFFER DUE DT/LOCAL TIME

10/18/2002 2:00PM

9. ISSUED BY

CODE

UNICOR, FPI Central Office  
320 First Street NW  
Washington, DC 20534

10. THIS ACQUISITION IS

☒ UNRESTRICTED☐ SET ASIDE 0 % FOR☐ SMALL BUSINESS☐ SMALL DISADV. BUSINESS☐ 8(A)

SIC: 2426

11. DELIVERY FOR FOB  
DESTINATION UNLESS  
BLOCK IS MARKED☐ SEE SCHEDULE☐ 13a. THIS CONTRACT IS A RATED ORDER  
UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ☐ IFB☒ RFP

12. DISCOUNT TERMS

15. DELIVER TO

CODE

Milan-Federal Prison Industries  
4002 East Arkona Road  
MILAN, MI 48160-0000  
USA

16. ADMINISTERED BY

CODE

UNICOR, FPI Central Office  
320 First Street NW  
Washington, DC 20534

17a. CONTRACTOR/OFFEROR

CODE

999999999

FACILITY CODE

-  
-  
-, DC

TELEPHONE NO. TIN:

RFQ: 6200001888

18a. PAYMENT WILL BE MADE BY

CODE

Milan-Federal Prison Industries  
PO Box 48160  
MILAN, MI 48160-0000  
USA☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW

IS CHECKED ☐ SEE ADDENDUM

19.

ITEM NO.

20.

SCHEDULE OF SUPPLIES/SERVICES

See Section B

21.

QUANTITY

22.

UNIT

23.

UNIT PRICE

24.

AMOUNT

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA☒ ARE ☐ ARE NOT ATTACHED☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA☐ ARE ☐ ARE NOT ATTACHED28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES  
TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET  
FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO  
THE TERMS AND CONDITIONS SPECIFIED HEREIN.29. AWARD OF CONTRACT: REFERENCE \_\_\_\_\_  
OFFER DATED \_\_\_\_\_. YOUR OFFER ON SOLICITATION (BLOCK 5),  
☒ INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HERIN,  
ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

10/03/2002

Tatea R. Cavanaugh 202-305-7302

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE  
CONTRACT EXCEPT AS NOTED

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR☐ PARTIAL☐ FINAL

36. PAYMENT

☐ COMPLETE☐ PARTIAL☐ FINAL

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

42a. RECEIVED BY (Print)

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

Request For Quote

Terms of delivery: DST

SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

<u>Item No.</u>	<u>SUPPLIES OR SERVICES</u>	<u>Quantity</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT IN US\$</u>	<u>PR Number</u>	<u>Del.Date</u>
00001	LBR0016	54,000	EA			5000005231	
	HARDWOOD,1-1/4"X3-1/2"X108"GRADE-A						
00002	LBR0017	86,400	EA			5000005231	
	HARDWOOD,5/8"X3-1/2"X96"GRADE-B/C						
00003	LBR0018	72,000	EA			5000005231	
	HARDWOOD,5/8"X5-1/2"X96"GRADE-B/C						
00004	LBR2188	43,200	EA			5000005231	
	HARDWOOD,1-1/4"X3-1/2"X55",NOTCHED,AB						

## Request For Quote

### SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

Federal Prison Industries (FPI), which operates under the trade name UNICOR, is a wholly-owned Government Corporation within the Department of Justice, under the Federal Prison System. The Corporation was created by Congress in 1934, and provides employment, education, and training opportunities to inmates under Federal custody. UNICOR, operates approximately 99 factories in over 64 locations. Its production lines are extensive and includes over 250 different products and services sold to other Federal Agencies and the Department of Defense.

GENERAL INTENTION: It is the intent of this solicitation to result in a Five (5) year Firm Fixed Indefinite Delivery Indefinite Quantity Type Contract for Hardwood. UNICOR guarantees to purchase a minimum dollar value over the contract period. The minimum guaranteed dollar equates to the aggregate value of the minimum guaranteed quantity. FOB Destination.

NOTICE TO OFFERORS: Quarterly Reports of Materials Shipped  
Vendors must supply to UNICOR, on a quarterly basis, a report on the quantity of raw materials, by UNICOR part number, shipped to FCI Milan, MI. The matrix layout of this report must be similar to that of the history of material receipts contained in the solicitation. Quarterly reports are due ten days after the close of each fiscal quarter, according to the following schedule:

Fiscal Quarter	Report Due Date
October-December	January 10
January- March	April 10
April-June	July 10
July-September	October 10

These reports will be used by the Government in conjunction with its financial records and automated inventory databases, for contract monitoring and contract compliance purposes. The reports on materials shipped must correspond to the quantities invoiced to FCI Milan for the same quarterly time periods.

The following information pertains to the Standard Form 1449 Solicitation:

OMB 1103-0018 Expires 02/29/2004

The offer acceptance period is 30 calendar days.

Block 25, Funds (15X4500) will be obligated by each delivery order and not by the contract itself.

Block 31b, Tatea R. Cavanaugh, Contracting Officer

Notes: The guaranteed minimum over the life of the contract is \$150,000.00 or minimum quantity for each item as follows:  
Item 0001 LBR0016- 27,000 each, Items 0002 LBR001743,200 each, Item 0003-LBR001836,000 each and Item 0004LBR2188 21,600 each, whichever occurs first.

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Place of Delivery - FCI Milan, MI

Deliveries are made F.O.B. Destination (Which shall include transportation charges).

Offerors may fax proposals to 202-305-7337 or 7350. Original proposal shall be received within 2 days of offer closing date.

All solicitations (also future procurement) and any other information (amendments, etc) may be obtained through UNICOR's web page at [and or fedbizops.gov](http://and.or.fedbizops.gov)

### I. GENERAL

For the purpose of expediting price related discussions, the Contracting Officer has opted to conduct a competitive, anonymous, on-line reverse auction using the UNICOR QuicksourcE-Sourcing website. UNICOR refers to such an auction as a Competitive Bidding Event (#CBE#). For the sake of consistency and to avoid confusion, this solicitation will similarly refer to such auction as a CBE. However, use of this phrase shall not be construed to imply that this solicitation is being conducted under the procedures set forth at FAR Part 14, Sealed Bidding. Rather, this solicitation is being conducted under the procedures set forth at FAR Part 12, Acquisition of Commercial Items, in conjunction with the policies and procedures for solicitation, evaluation, and award prescribed in FAR Part 15, Contracting by Negotiation.

During the CBE, Offerors will provide pricing through submission of electronic offers via the UNICOR QuicksourcE website. The primary pricing competition for this solicitation will be through the online reverse auction. Qualified Offerors will have the ability to submit revised pricing during the CBE in response to prices submitted by other offerors. The identity of offerors will not be revealed to each other during the CBE. The final such revision during the CBE will be considered the Offerors final proposal. The Contracting Officer reserves the right to conduct verbal or written discussions with respect to factors other than price with the Offerors at anytime prior to award. All qualified Offerors will receive detailed training and instruction on how to submit their offers prior to the CBE.

Offerors are NOT to submit pricing with their initial proposals. Offerors should submit all required information, except for pricing, by the deadline for submissions on October 18, 2002. Pricing will only be accepted through the CBE.

### II. REVERSE AUCTION

During the CBE, Offerors may revise their initial pricing proposal through submission of electronic offers during the anonymous CBE. This CBE shall constitute discussions with the Offerors. The final such revision during the CBE will be considered the Offerors Final Proposal Revision (FPR).

The Contracting Officer reserves the right to suspend or cancel the CBE at any time. If the Contracting Officer cancels the CBE, Final Proposal Revisions will be requested by an amendment to the solicitation.

Notwithstanding FAR 52.215-5, Offerors will submit revised pricing only through the online UNICOR QuickSource site. Offerors will not submit revised pricing via any other mechanism including but not limited to post, courier, fax, E-mail, or orally unless specifically requested by the Contracting Officer.

The CBE bidding period shall be set by the Contracting Officer as indicated in Section III, paragraph (a). Electronic offers shall be submitted by Offerors during the CBE period. If a market leading offer is submitted within the last

## Request For Quote

three minutes of the time period, the time period shall be extended for three additional minutes beyond the scheduled closing. The end of the last minute during which revised offers are permitted as addressed in this paragraph, shall be considered the end of the CBE bidding period.

Any Offeror experiencing difficulties during a CBE must notify the UNICOR QuickSource Helpdesk immediately at (877) 687-2320. #Difficulties# include any event or problem, which interferes with the Offerors ability to participate in the CBE and may include, but is not limited to: data entry errors, software problems, or hardware problems. Offerors will have five minutes after a Lot goes into #Pending# status to notify UNICOR QuickSource Helpdesk of any problems. If the Contracting Officer judges that any Offeror has been disadvantaged by a problem, they may address the problem and return the Lot to #Open# status.

Any and all Offeror contact with FreeMarkets, the provider of the UNICOR QuickSource website, is for the sole purpose of facilitating the CBE and shall not be considered discussions with the Offeror within the meaning of FAR Part 15.

For purposes of FAR 52.203-2, and in accordance with subparagraph (c) thereof, submission of a proposal by the Offeror shall be considered certification by the Offeror that the only knowing disclosure by the Offeror of its prices to any other Offeror will be during the CBE. The Offeror further certifies that disclosure by the Offeror of its prices during the CBE shall not be for the purposes of restricting competition.

UNICOR reserves the right to reject any or all quotes received.

### III. CBE PARAMETERS

a. The date of the Competitive Bidding Event is Monday October 25, 2002. The Competitive Bidding Event shall be AUCTION 1000 FN1134-03 - Hardware. There will be one (1) lot. The bid opening time shall commence at 11:00 a.m. Eastern Daylight Time. The bidding period time shall expire at 11:30 a.m. unless a quote is submitted for Lot 1 within the last three minutes of the bid opening time period for lot 1. If a quote is submitted within the last three minutes of the bidding period for Lot 1, the previously scheduled bid ending period for that lot shall be extended for three additional minutes beyond the scheduled expiration time (provided the quote was the lowest quote received). The bidding period will continue to be extended for additional three-minute periods as long as a lower quotes are submitted within the last three minutes.

b. Only qualified Offerors will be permitted to submit electronic quotes through the UNICOR QuickSource site. Quotes that Offerors submit through the UNICOR QuickSource site are legally binding quotations without qualification. Quotes may not be cancelled or withdrawn except for data entry errors. Contractors must submit their quotes through the online bidding mechanism and not through any other mechanism including but not limited to post, courier, fax, e-mail, or orally.

c. In changing their quote prices, Offerors must change the amount of their quote by at least 0.25% and cannot place bids within 0.25% of the market leading quote.

d. In order to place a market leading quote, an Offeror must submit an offer that is lower than the current market leading quote by at least 0.25%.

e. There will be 1 lot, as specified below. Prices submitted during the CBE must be aggregate extended prices for each lot in its entirety based on the estimated maximum quantities listed in this solicitation as amended. The Contracting Officer will provide each offeror with a detailed cost breakdown worksheet that offerors must use to submit their line item pricing after the CBE has concluded. In each offerors submitted cost breakdown worksheets, all aggregate extended prices must correspond to the lowest aggregate extended prices entered by the offeror during the CBE.

Line Items,

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Lot	Sol FN1134-03	Scheduled Closing Time
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Lot 1		
Hardwood	1,2,3,4	11:30 a.m. EDT October 25, 2002

Questions regarding this requirement may be addressed in writing to Tatea R. Cavanaugh at Tcavanaugh@central.unicor.gov

### SECTION C STATEMENT OF WORK

This wood is used to make pallets for shipping furniture items. All wood is hardwood, new green, rough sawn and steel banded on pallets in bundles not to exceed 4 feet in height and 4 feet in width. No notching is required on the 1 1/4" LBR0016. Lumber is grade A or B, free of wane or bark, square 4 corners. Lumber is classified by the National wooden Pallet and Container Association and each material piece is noted on the prints for class and grade of lumber. Copies of drawings will be provided.

### SECTION D - PACKAGING AND MARKING

D.1 FPI 1000D PACKAGING AND MARKING  
Supplement: LCL APPR

Preservation, packaging, and marking for all items covered by this contract shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The contract number should be on or adjacent to the exterior shipping label. Each package received must be marked for type and quantity. A Certificate of Conformance must accompany each shipment. All wood is hardwood, new green, rough sawn and steel banded on pallets in bundles not to exceed 4 feet in height and 4 feet in width.

All shipments should be labeled as follows:

- Vendor name
- Purchase Order number and/or Contract number
- Item description
- Item quantity and weight
- Other pertinent information

### SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-1 Contractor Inspection Requirements. APR 1984  
E.2 52.246-16 Responsibility for Supplies. APR 1984  
E.3 52.247-34 F.o.b. Destination. NOV 1991

### SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.211-16 Variation in Quantity. (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

10% increase

## Request For Quote

10% decrease

This increase or decrease shall apply to each delivery order.

\* Contracting Officer shall insert in the blank the designation(s) to which the percentages apply, such as -

- (1) The total contract quantity;
- (2) Item 1 only;
- (3) Each quantity specified in the delivery schedule;
- (4) The total item quantity for each destination; or
- (5) The total quantity of each item without regard to destination.

F.2 FPI 1000F1 DELIVERY ORDER

Supplement: LCL APPR

Orders shall customarily be made by phone, with subsequent written confirmation containing the following information:

- a. Date of order
- b. Contract number and order number
- c. Item number and description, quantity, and unit price
- d. Delivery or performance date
- e. Place of delivery
- f. Shipping instructions
- g. Accounting data
- h. Any other pertinent information

Delivery shall be no later than 15 calendar days after receipt of delivery orders. The period of performance for this contract will be from the date of award through five (5) years thereafter.

F.3 FPI 1000F2 TIME OF DELIVERY/DELIVERY SCHEDULE

Supplement: LCL APPR

16.505(a) and the clause located in FAR 52.216-18 entitled "Ordering" and included in Section I, of this contract, any supplies and/or services to be furnished under this contract shall be ordered by issuance of delivery orders by individuals listed below:

UNICOR, Federal Correctional Institution, 4002 East Arkona Road, Milan, MI 48160, 734-439-1511.

DELIVERY HOURS: Normal delivery hours are as follows: 7:30am 3:00pm through Friday, notwithstanding emergencies and Federal holidays.

### SECTION G - CONTRACT ADMINISTRATION DATA

G.1 JAR 2852.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JAN 1985) Supplement: LCL APPR

(a) Robert Stitt, FCI Milan, MI is hereby designated to act as Contracting Officer's Technical Representative (COTR) under this contract.

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(b) The COTR is responsible, as applicable, for: receiving all deliverable's, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payments.

(c) The COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes in writing and signed.

ADMINISTERED BY: This contract will be administered by:

UNICOR, Federal Prison Industries, Inc.  
320 First Street, N.W.  
Washington, DC 20534-0001  
ATTN: Tatea R. Cavanaugh, 202-305-7302

Written communications shall make reference to the contract number and shall be mailed to the above address.

ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED: Offeror shall indicate below the complete mailing address (including the nine digit ZIP code) to which remittance should be mailed if such address is other than that shown in Block 15A, Page 1 (Standard Form 33), they shall enter it below:

(a) Payee Name (Contractor): \_\_\_\_\_

(b) Check Remittance Address:

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Any questions or problems regarding payment should be directed to the Business Manager at the following locations:  
UNICOR, Federal Correctional Institution, 4002 East Arkona Road, Milan, MI 48160, 734-439-1511.

### SECTION H - SPECIAL CONTRACT REQUIREMENTS

#### H.1 FPI 1000HI ECONOMIC PRICE ADJUSTMENT

Supplement: LCL APPR

Twelve (12) months after contract award date, contract prices for the succeeding twelve [12] month period may be adjusted in accordance with the change in the Hardwood Market Report from the date of award to the date of adjustment. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST THIS ADJUSTMENT.

Adjustments may be requested for a period not to exceed 30 days after the eligible adjustment date. Requests that are made after the 30-day limit will not be honored and the contract pricing will not be adjusted. The contractor shall submit any requests for adjustments in writing to the contracting officer. Requests shall include a copy of the relevant index and must be within the allowed time period for adjustment. Any adjustments authorized as a result of the adjustment request will not be retroactive. The date the completed request is received by the contracting officer will be the effective date of any changes in price.



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The contractor also is required to request downward price adjustments. All downward adjustments will be retroactive to the authorized adjustment date as specified in this clause. If downward price adjustments are not requested and this is later revealed through audits or otherwise, the contractor shall reimburse the Government the amount overcharged plus interest. Interest will be computed at the rate set annually by the Secretary of the Treasury for late contract payments. Interest will accrue from the date the adjustment should have been made.

In computing any contract price adjustment, the most recently published index as of the date of award will be compared to the most recently published index as of the date of adjustment. No adjustment shall be made if the referenced change is less than 2%. Total upward adjustment for the contract period, including any option periods, are negotiable, based on the original or option period contract price; downward adjustments are not limited. Indices are available from the Bureau of Labor Statistics, 600 E Street N.W., Washington, DC 20212, telephone 202-691-7705.

### H.2 FPI 1000H2 YEAR 2000 WARRANTY

Supplement: LCL APPR

The Contractor represents that the following warranty applies to products licensed under this contract/order/BPA:

The Contractor warrants that the products provided under this contract/order/BPA shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations.

The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the manufacturer's standard commercial warranty or warranties contained in this contract or the applicable End User License Agreement, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include an obligation by the Contractor to repair or replace any such product whose non-compliance is discovered and made known to the contractor in writing at any time prior to June 1, 2000 or for a period of six months following acceptance, whichever is the later date. Nothing in this warranty shall be construed to limit any rights or remedies that the Government may otherwise have under this contract.

This warranty shall not apply to products that do not require the processing of date/time data in order to function as specified in this contract/order/BPA.

### SECTION I - CONTRACT CLAUSES

I.1 52.212-4 Contract Terms and Conditions - Commercial Items. MAY 1999

I.2 52.232-34 Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration. MAY 1999

I.3 52.253-1 Computer Generated Forms. JAN 1991

I.4 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (FEB 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated

## Request For Quote

as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer must check as appropriate.]

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I to 52.219-5.

☐ (iii) Alternate II to 52.219-5.

☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

☒ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

☐ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) ☐ Alternate I of 52.219-23.

☐ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).

☒ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (29 U.S.C. 793).

☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☒ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☐ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

☐ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C.

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6962(c)(3)(A)(ii)).

☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☒ (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

☒ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

☐ (ii) Alternate I of 52.225-3.

☐ (iii) Alternate II of 52.225-3.

☒ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☐ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

☐ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

☐ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

☒ (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

☒ (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

☐ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

☐ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

☐ (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

☐ (2)(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

☐ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

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[ ] (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components -

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

I.5 52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through five (5) years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

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### I.6 52.216-19 Order Limitations. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of \$500.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor

(1) Any order for a single item in excess of \$3,000.00

(2) Any order for a combination of items in excess of \$15,000.00 (3) A series of orders from the same ordering office within two (2) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal

Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### I.7 52.216-22 Indefinite Quantity. (OCT 1995)

As prescribed in 16.506(e), insert the following clause:

#### INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the #maximum.# The Government shall order at least the quantity of supplies or services designated in the Schedule as the #minimum.#

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 15 days beyond contract expiration.

### I.8 52.223-11 Ozone-Depleting Substances. (JUN 1996)

(a) Definition. "Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons,

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carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

### WARNING

Contains (or manufactured with, if applicable) \*[ ], a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

I.9 52.244-6 Subcontracts for Commercial Items and Commercial Components. (OCT 1998)

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

### SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

#### K.1 FPI 1000K2 SUBCONTRACT CERTIFICATION

Supplement: LCL APPR

This contract does ( ) does not ( ) provide for any subcontracting possibilities. If answer is in the affirmative, offeror will submit a subcontracting plan in accordance with the requirements of FAR 52.219-9, FPR Temp. Reg. 50.

(End of Section)

#### K.2 FPI 1000K3 OMB CLEARANCE NO./PAPERWORK REDUCTION ACT

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Supplement: LCL APPR

OMB Clearance Number: 9000-0136, expires September 30, 2001 (under Paperwork Reduction Act). Public reporting burden for this collection of information is estimated to average 20 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden to:

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF THE PROCUREMENT EXECUTIVE  
ROOM 1228, ARIEL RIOS BUILDING  
TWELFTH & PENNSYLVANIA AVE., N.W.  
WASHINGTON, DC 20530

and to:

THE OFFICE OF INFORMATION AND REGULATORY AFFAIRS  
OFFICE OF MANAGEMENT & BUDGET  
WASHINGTON, DC 20503

K.3 52.212-3 Offeror Representations and Certifications - Commercial Items. (MAR 2001)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern" --

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business

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under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern means a small business concern" --

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[ ] TIN: \_\_\_\_\_

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.



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- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror

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or first-tier subcontractors) amount to more than 50 percent of the contract price:

[ ]

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it [ ] is, [ ] is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

NUMBER OF EMPLOYEES	AVERAGE ANNUAL GROSS REVENUES
[ ] 50 or fewer	[ ] \$1 million or less
[ ] 51-100	[ ] \$1,000,001-\$2 million
[ ] 101-250	[ ] \$2,000,001-\$3.5 million
[ ] 251-500	[ ] \$3,500,001-\$5 million
[ ] 501-750	[ ] \$5,000,001-\$10 million
[ ] 751-1,000	[ ] \$10,000,001-\$17 million
[ ] Over 1,000	[ ] Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either:

(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

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(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture \_\_\_\_\_).

(d) Representations required to implement provisions of Executive Order 11246

(1) Previous contracts and compliance. The offeror represents that--

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that -

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.: ☐

Country of Origin: ☐

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

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(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

### NAFTA Country or Israeli End Products

Line Item No.: [ ]  
Country of Origin: [ ]  
(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

### Other Foreign End Products

Line Item No.: [ ]  
Country of Origin: [ ]  
(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

### Canadian End Products

Line Item No.: [ ]  
(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

### Canadian or Israeli End Products

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Line Item No.: [ ]

Country of Origin: [ ]

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.: [ ]

Country of Origin: [ ]

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals [ ] are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ ] Have, [ ] have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses; and

(4)(i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), [ ] has [ ] has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

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(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information requested by the Contracting Officer.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

[ ]

Listed Countries of Origin

[ ]

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

K.4 52.219-22 Small Disadvantaged Business Status. (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom

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the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: [ ]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

### SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 52.212-1 Instructions to Offerors--Commercial Items. OCT 2000

L.2 52.215-5 Facsimile Proposals. OCT 1997

(a) Definition. #Facsimile proposal,# as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: 202-305-7337/7350.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document -

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so

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by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

L.3 FPI 999.999-9 BUSINESS MANAGEMENT QUESTIONNAIRE

Supplement: LCL APPR

INSTRUCTIONS: Offerors will identify previous federal, state, local government and private contracts, which they are currently performing on or have performed on and that are similar in scope to the requirement being evaluated. (List at least three (3) and no more than five (5) contracts for evaluation. References provided shall be for contracts performed within the past three (3) to five (5) years. All references provided may or may not be used in the evaluation of the contractors performance.

List one reference per form. (Form may be duplicated)

NOTE: If you performed any contracts for UNICOR, list them first.

Reference #1:

Name, Address, Telephone number, email address and point of contact.

Contract Number:

Type of Contract:

Contract Dollar Value:

Description of supply or service provided:

L.4 RESPONSIBLE PROSPECTIVE CONTRACTORS

Supplement: LCL APPR

Per FAR subpart 9.1, the following data is required from prospective contractors to determine financial responsibility.

Name of Bank/Financial Institution:

Address:

Telephone Number:

Point of Contact:

L.5 52.204-6 Data Universal Numbering System (DUNS)

Number. (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offerors name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.



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(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

### SECTION M - EVALUATION FACTORS FOR AWARD

#### M.1 52.212-2 Evaluation - Commercial Items. (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Past performance, specification and price, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); (iv) small disadvantaged business participation and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.

Technical and past performance, when combined, are equal, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offers specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

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### M.2 52.232

PROGRESS PAYMENTS NOT INCLUDED (APR 1984)  
(Reference 32.502

### M.3 ALL OR NONE REQUIREMENT.

This is an "all or none" requirement. Offerors must offer on all Line Items to be considered for award. The all or none line items as specified will be evaluated by adding the total extended price of all line items together.

### M.4 EVALUATION OF PAST PERFORMANCE

In accordance with FAR 15.305(a)(2), the Contracting Officer will evaluate factors for award of the offerors record of past performance, adherence to contract schedules, cooperative behavior and commitment to customer satisfaction, evaluation factors based on detailed information received from the Business Questionnaire in Section L, and information received from past contracts and any additional data obtained by the Government, i.e., current contracts.

Offeror has the opportunity to submit, in their proposal, any problems and resolutions to those problems that Offeror has had with past customers. Recent contracts will be examined to ensure that corrective measures have been implemented. Prompt corrective action in isolated instances may not outweigh overall negative trends.

### M.5 BASIS FOR AWARD

The Contracting Officer will make award to the offeror whose proposal represents the best overall expected value and that is considered most advantageous to its interests based on the criteria specified in this solicitation. The Contracting Officer will develop a level of confidence assessment rating for each offeror. This rating will be used to adjust the Government's evaluation of the offerors proposal, and may highly influence the determination of which offeror represents the best overall expected value. If an offeror, or the proposed offeror do not have any past performance history relating to this solicitation, neither a favorable or unfavorable evaluation will be given. In determining which offeror represents the best overall value, the Contracting Officer will consider the following factors:

a. Past Performance. The offeror's records of past performance, and to what extent the performance has been satisfactory. The Offeror's cooperative behavior and commitment to customer satisfaction with the Government, public and private agencies. The timeliness of performance taking into account excusable delays. With past performance being the most important factor in the level of confidence assessment rating.

b. Specification. The offerors reputation for compliance or noncompliance with adequate specifications requirements and Statement of Work. The quality of supplies delivered and services rendered. The offerors financial capability to acquire material, equipment and personnel to perform and complete this requirement.

c. Price. Line items as specified will be evaluated by adding the total extended price of all line items together.

d. Those subfactors, as set forth in "Evaluation Criteria", upon which a comparative ranking of proposals will be based in accordance with relative order of importance accorded each factor:

Poor	Unfavorable
Marginal	More unfavorable than favorable
Good	More favorable than unfavorable
Excellent	Entirely favorable

Firms lacking relevant past performance history: neither a favorable or unfavorable evaluation

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### M.5 EVALUATION CRITERIA

The evaluation criteria and subfactors are listed above and addresses the completeness of requirement and will be evaluated in the order of their relative importance. Note: Factors other than price or cost, when combined, are significantly more important than price or cost.

#### Past Performance, Specification and Price:

Offerors are advised that the Government intends to evaluate proposals and award without discussions. Therefore, the initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.